

JUDGE LASNIK

FILED ENTERED
LODGED RECEIVED

JUN 29 2001

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

CR 01-00249 #00000003

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff,

v.

INTREX HELICOPTERS, INC.,

Defendant.

N^o CR01-249L

PLEA AGREEMENT

COME NOW the Plaintiff, United States of America (the "United States" or "Government"), by and through its counsel, Francis J. Diskin, United States Attorney for the Western District of Washington, and Thomas C. Wales and Robert Westinghouse, Assistant United States Attorneys for the District, and the defendant, INTREX HELICOPTERS, INC., and its counsel, Margaret M. Smith and Carlton F. Gunn, (collectively, the "Parties") and enter into the following Plea Agreement pursuant to Rule 11(e) of the Federal Rules of Criminal Procedure (the "Plea Agreement" or "Agreement")

1. *The Charges* —INTREX HELICOPTERS, INC., agrees to plead guilty to a one-count Information charging a violation of Title 49, United States Code, Section 46316(a). By entering this plea of guilty, INTREX HELICOPTERS, INC., hereby waives any and all objections to the filed charges predicated on the form of the charging Information.

2. *Maximum Penalty, Crime Victims Fund; Sentencing Guidelines*—INTREX HELICOPTERS, INC., understands that the maximum penalty that the Court may impose upon its

1 plea of guilty is a period of probation of ONE (1) YEAR and a fine not to exceed TEN
 2 THOUSAND DOLLARS (\$10,000), together with a mandatory penalty assessment of FIVE
 3 DOLLARS (\$5) to be deposited into the Crime Victims Fund pursuant to Title 18, United States
 4 Code, Section 3013, INTREX HELICOPTERS, INC., agrees to pay the special assessment
 5 immediately prior to sentencing. INTREX HELICOPTERS, INC., understands that the sentencing
 6 guidelines promulgated by the United States Sentencing Commission are not applicable to this
 7 case, *see* U.S.S.G. § 1B1.9, and that the Court may order restitution to any victim of the offense.
 8 INTREX HELICOPTERS, INC., acknowledges that no one has promised or guaranteed what sentence
 9 the Court will impose, and it understands that it may not withdraw its guilty plea solely because
 10 of the sentence imposed by the Court.

11 *3 Rights Waived by Pleading Guilty.*—INTREX HELICOPTERS, INC., understands and
 12 acknowledges that, by pleading guilty, it knowingly and voluntarily waives the following rights:

- 13 (a) The right to plead not guilty, and to persist in a plea of not guilty;
- 14 (b) The right to be presumed innocent until guilt has been established at trial,
 15 beyond a reasonable doubt;
- 16 (c) The right to trial, and at that trial, the right to the effective assistance of
 17 counsel,
- 18 (d) The right to confront and cross-examine witnesses against it;
- 19 (e) The right to compel or subpoena witnesses to appear on its behalf;
- 20 (f) The right to appeal a finding of guilty or any pretrial rulings.

21 *4 Storage Costs.*—INTREX HELICOPTERS, INC., agrees to be responsible for storage costs
 22 incurred by the Federal Aviation Administration (“FAA”), in the amount of \$28,405 for the cost
 23 of storing the helicopter bearing Serial No. 2041 and Registration No. N1187W (the
 “Helicopter”) from the date of its seizure to the present.

24 *5 Facts Underlying Guilty Plea.*—INTREX HELICOPTERS, INC., and the United States
 25 stipulate to the following facts underlying INTREX HELICOPTERS, INC.,’s guilty plea:

26 At all times material herein, INTREX HELICOPTERS, INC., was a corporate entity
 27 proposed and created by JAMES HOUSTON ANDERSON and owned equally by KIM
 28 STAFFORD POWELL and JAMES HOUSTON ANDERSON. INTREX HELICOPTERS, INC., was
 incorporated under the laws of the State of Washington. KIM STAFFORD POWELL was a
 broker of used aircraft parts. KIM STAFFORD POWELL was also an officer and the first
 president of INTREX HELICOPTERS, INC., located in Bellingham, Washington.

1 At all times material herein, JAMES HOUSTON ANDERSON was a commercial airline
 2 pilot and an officer of and, initially, secretary and, later, president of INTREX
 HELICOPTERS, INC.

3 At a time unknown but sometime between April 30, 1996, and June 30, 1996, KIM
 4 STAFFORD POWELL and JAMES HOUSTON ANDERSON, officers of and acting on behalf of
 INTREX HELICOPTERS, INC., met with each other, and Ricky Boatright, and, at this
 5 meeting, knowingly and willfully violated an FAA regulation by agreeing to create, and
 subsequently creating, and causing to be created, certain false entries in an aircraft log
 6 book and engine log book for a helicopter that they had previously assembled, at least in
 part, from spare and surplus military parts and that they had previously registered with the
 FAA under Registration No. N1187W. The falsified log book entries bore the dated
 7 signature of the mechanic who purportedly did the work reflected in each of the entries;
 many of these signatures purported to be signatures of Kenneth E. Karateew, an FAA-
 8 certified mechanic living in the Bellingham, Washington, area—a number of them dated
 well after May 6, 1994, the date on which Kenneth E. Karateew was killed in an airplane
 9 crash.

10 These logbooks were then presented to and used by an FAA certified repair station
 11 inspector to complete a 100 hour and an annual inspection, which are required by FAA
 regulations in order to maintain a helicopter's continued airworthiness.

12 *6 Waiver of Statute of Limitations as to Information.*—INTREX HELICOPTERS, INC.,
 13 having been advised of the nature of the charge and of its rights; having been expressly advised
 14 that the statute of limitations set forth in Section 3282 of Title 18 of the United States Code for
 15 violation of Title 49, United States Code, Section 46316(a) is five (5) years from the date of the
 16 occurrence of the alleged violation; and having been expressly advised that it could not be
 17 prosecuted for any such offense that occurred more than five (5) years before the date of the
 18 Information absent its express agreement to waive the statute of limitations, or operation of law
 19 unrelated to its express agreement, INTREX HELICOPTERS, INC., knowingly and intelligently
 20 waives its right to bar prosecution for the violation alleged in the Information.

21 *7 Additional Charges, Breach and Waiver.*—The United States agrees not to bring any
 22 additional charges against INTREX HELICOPTERS, INC., or Kim Stafford Powell in the Western
 23 District of Washington, based on evidence in the Government's possession at the time of this
 24 Agreement and arising out of or relating to the charges contained in the Indictment and subject
 25 to the provisions of paragraph 10 below, unless INTREX HELICOPTERS, INC., breaches this Plea
 26 Agreement. In this regard, INTREX HELICOPTERS, INC., recognizes that the United States has
 27 agreed not to bring additional criminal charges in this District solely because of this Agreement
 28 and that if this Agreement is breached, the United States expressly retains the right to present to

1 the Grand Jury for indictment all the criminal violations established by the evidence. INTREX
 2 HELICOPTERS, INC., expressly waives its right to challenge the initiation of additional charges
 3 against it arising out of the conduct described above, if it breaches this Plea Agreement.

4 *8 Agreement to Halt Certification Efforts, Restrictions on Future Business Activities —*
 5 INTREX HELICOPTERS, INC., agrees to immediately and permanently cease all efforts to obtain
 6 FAA certification as a civilian Bell Model 204B of the helicopter presently bearing Registration
 7 No. N1187W and Serial Number 2041 (the "Helicopter"). INTREX HELICOPTERS, INC., further
 8 agrees it will not oppose removal of the aircraft data plate and the fuselage component data
 9 plate from the Helicopter and the surrender of them to the FAA.

10 INTREX HELICOPTERS, INC., agrees it will not in the future engage in the business of
 11 acquiring/operating/brokering Bell Model 204B helicopters that have been substantially
 12 destroyed, significantly damaged, or are otherwise defective to such a degree as to be ineligible
 13 for a standard airworthiness certificate for the purpose of rebuilding, reassembling, or obtaining
 14 certification or a standard airworthiness certificate for such aircraft. The Parties do not intend by
 15 these restrictions to prevent INTREX HELICOPTERS, INC., from acquiring/operating/brokering an
 16 intact and operational Model 204B that has a valid standard airworthiness certificate or from
 17 performing the ordinary and necessary maintenance and repair that does not reach the level of
 18 rebuilding an aircraft, or from brokering genuine Bell Model 204B parts.

19 *9 Release of Claims, Release of Helicopter —*The United States agrees to release all
 20 possessory and monetary claims against the Helicopter. INTREX HELICOPTERS, INC., hereby
 21 authorizes the United States to release the Helicopter to James Houston Anderson; the United
 22 States agrees to do so promptly following sentencing.

23 *10 Charges Against INTREX HELICOPTER, INC., Officer Kim Stafford Powell.—*The
 24 United States agrees to dismiss the present charges against Kim Stafford Powell at the time of
 25 sentencing and will pursue no further charges against him in the Western District of Washington
 26 based upon the evidence in its possession at the time of this Agreement and arising out of or
 27 relating to the charges contained in the Indictment, provided that (1) INTREX HELICOPTER, INC.,
 28 does not breach this Agreement; and (2) Kim Stafford Powell refrains, either directly or through

1 any entity over which he exercises control, from engaging in activity that would violate the
 2 restrictions set forth in paragraph 8 if the activity were engaged in by INTREX HELICOPTER, INC.

3 *11. Statute of Limitations, Waiver in Event of Breach.*—In the event that this Plea
 4 Agreement is not accepted by the Court for any reason, or INTREX HELICOPTERS, INC., breaches
 5 any term of this Agreement, the statute of limitations shall be deemed to have been tolled from
 6 the date of this Plea Agreement (1) to the thirtieth day following the date of non-acceptance of
 7 the Plea Agreement by the Court, or (2) to the thirtieth day following the date of the breach of
 8 the Plea Agreement by INTREX HELICOPTERS, INC.

9 *12. Right to Speak at Sentencing, Provide Facts to Court.*— The Parties expressly
 10 reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(c)(1) of the
 11 Federal Rules of Criminal Procedure. The United States further reserves the right to provide to
 12 the Court, to the United States Probation Office, and to the defendant a statement of facts
 13 relating to all the criminal conduct for which INTREX HELICOPTERS, INC., was responsible; the
 14 Parties reserve the right to correct and comment on any misstatements of fact made in the course
 15 of the presentence investigation or in the course of the sentencing or other proceedings.

16 *13. Good Behavior.*—INTREX HELICOPTERS, INC., agrees to obey all local, state, and
 17 Federal laws between the time of pleading and sentencing, and to serve any sentence imposed by
 18 the Court.

19 *14. Voluntariness of Plea.*—INTREX HELICOPTERS, INC., acknowledges that it has entered
 20 this Plea Agreement freely and voluntarily, and that no threats or promises, other than the
 21 promises contained in this Agreement, were made to induce it to enter this plea of guilty.

22 /

23 /

24 /

25 /


26 /


27 /

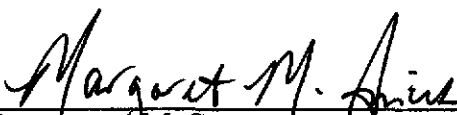
28 /


1 15 Complete Agreement —The United States and INTREX HELICOPTERS, INC.,
2 acknowledge that the terms and conditions set forth above constitute the entire Plea Agreement
3 between the Parties and deny the existence of any other terms and conditions not stated herein.

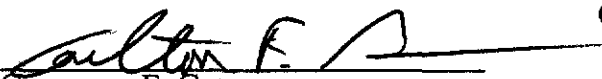
4 DATED this 29th day of June, 2001.

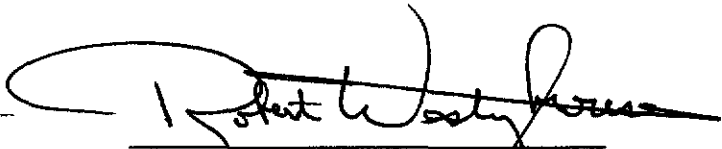
5
6 
7 INTREX HELICOPTERS, INC.
8 Defendant, by Kim Stafford Powell,
9 its authorized officer

6 
7 CARLTON F. GUNN
8 Attorney for Kim Stafford Powell


9
10 
11 MARGARET M. SMITH
12 Attorney for Defendant INTREX
13 HELICOPTERS, INC.

10 
11 THOMAS C. WALES
12 Assistant United States Attorney

13 
14 CARLTON F. GUNN
15 Attorney for Defendant INTREX
16 HELICOPTERS, INC

14 
15 ROBERT WESTINGHOUSE
16 Assistant United States Attorney

16
17 
18 KIM STAFFORD POWELL, Personally

18
19 
20 MARGARET M. SMITH
21 Attorney for Kim Stafford Powell